

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA

LAUREN TAYLOR,

Plaintiff,

v.

FORD MOTOR COMPANY, et al.,

Defendants.

Case No. 2:23-cv-03031-KJM-CSK

ORDER GRANTING MODIFIED
STIPULATED PROTECTIVE ORDER

(ECF No 14)

The Court has reviewed the parties' stipulated protective order below (ECF No. 14.), and finds it comports with the relevant authorities and the Court's Local Rule. See L.R. 141.1. The Court APPROVES the protective order, subject to the following clarification. The Court's Local Rules indicate that once an action is closed, it "will not retain jurisdiction over enforcement of the terms of any protective order filed in that action." L.R. 141.1(f); see *MD Helicopters, Inc. v. Aerometals, Inc.*, 2017 WL 495778 (E.D. Cal., Feb. 03, 2017) (noting that courts in the district generally do not retain jurisdiction for disputes concerning protective orders after closure of the case). Thus, the Court will not retain jurisdiction over this protective order once the case is closed.

Dated: May 20, 2024



CHI SOO KIM
UNITED STATES MAGISTRATE JUDGE

3, tayl.3031

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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

LAUREN TAYLOR,)	Case No.: 2:23-cv-03031-KJM-CSK
)	
Plaintiff,)	Judge: Hon. Kimberly J. Mueller
)	Magistrate Judge: Chi Soo Kim
vs.)	
)	
FORD MOTOR COMPANY; and)	STIPULATED [PROPOSED]
DOES 1 through 10, inclusive,)	PROTECTIVE ORDER –
)	DISCOVERY ONLY
Defendants.)	

1 **IT IS HEREBY STIPULATED** by and between the Parties to *Lauren*
2 *Taylor v. Ford Motor Company, et al.*, by and through their respective counsel of
3 record, that in order to facilitate the exchange of information and documents which
4 may contain trade secret or other confidential research, technical, cost, price,
5 marketing or other commercial information, as is contemplated by Federal Rule of
6 Civil Procedure 26(c)(1)(G), the Parties stipulate as follows:

7 1. PURPOSES AND LIMITATIONS

8 Disclosure and discovery activity in this action are likely to involve production
9 of confidential, proprietary, commercially sensitive, personally identifiable
10 information (“PII”), or private information for which special protection from public
11 disclosure and from use for any purpose other than prosecuting this litigation may be
12 warranted. Accordingly, the parties hereby stipulate to and petition the court to enter
13 the following Stipulated Protective Order. The parties acknowledge that this Order
14 does not confer blanket protections on all disclosures or responses to discovery and
15 that the protection it affords from public disclosure and use extends only to the
16 limited information or items that are entitled to confidential treatment under the
17 applicable legal principles. The parties further acknowledge, as set forth in Section
18 12.3, below, that this Stipulated Protective Order does not entitle them to file
19 confidential information under seal; Civil Local Rule 141 sets forth the procedures
20 that must be followed and the standards that will be applied when a party seeks
21 permission from the court to file material under seal.

22 2. DEFINITIONS

23 2.1 Challenging Party: a Party or Non-Party that challenges the
24 designation of information or items under this Order.

25 2.2 “CONFIDENTIAL” Information or Items: information (regardless of
26 how it is generated, stored or maintained) or tangible things that qualify for
27 protection under Federal Rule of Civil Procedure 26(c), including materials that
28 contain trade secret or other confidential research, technical, cost, price, marketing,

1 or other commercial information, which are, for competitive reasons, normally,
2 kept confidential by the parties, as contemplated by Federal Rules of Civil
3 Procedure 26(c)(1)(G).

4 2.3 Counsel (without qualifier): Outside Counsel of Record and House
5 Counsel (as well as their support staff).

6 2.4 Designating Party: a Party or Non-Party that designates information or
7 items that it produces in disclosures or in responses to discovery as
8 “CONFIDENTIAL” or “SUBJECT TO PROTECTIVE ORDER.”

9 2.5 Disclosure or Discovery Material: all items or information, regardless
10 of the medium or manner in which it is generated, stored, or maintained (including,
11 among other things, testimony, transcripts, and tangible things), that are produced
12 or generated in disclosures or responses to discovery in this matter.

13 2.6 Expert: a non-attorney person with specialized knowledge or
14 experience in a matter pertinent to the litigation who has been retained by a Party or
15 its counsel to serve as an expert witness or as a consultant in this action, provided
16 that no disclosure shall be made to any expert or consultant who is currently
17 employed by a competitor of the Designating Party.

18 2.7 House Counsel: attorneys who are employees of a party to this action.
19 House Counsel does not include Outside Counsel of Record or any other outside
20 counsel.

21 2.8 Non-Party: any natural person, partnership, corporation, association, or
22 other legal entity not named as a Party to this action.

23 2.9 Outside Counsel of Record: attorneys who are not employees of a
24 party to this action but are retained to represent or advise a party to this action and
25 have appeared in this action on behalf of that party or are affiliated with a law firm
26 which has appeared on behalf of that party.

1 2.10 Party: any party to this action, including all of its officers, directors,
2 employees, consultants, retained experts, and Outside Counsel of Record (and their
3 support staffs).

4 2.11 Producing Party: a Party or Non-Party that produces Disclosure or
5 Discovery Material in this action.

6 2.12 Professional Vendors: persons or entities that provide litigation
7 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
8 demonstrations, and organizing, storing, or retrieving data in any form or medium)
9 and their employees and subcontractors.

10 2.13 Protected Material: any Disclosure or Discovery Material that is
11 designated as “CONFIDENTIAL” or “SUBJECT TO PROTECTIVE ORDER.”

12 2.14 Receiving Party: a Party that receives Disclosure or Discovery
13 Material from a Producing Party.

14 3. SCOPE

15 The protections conferred by this Stipulation and Order cover not only
16 Protected Material (as defined above), but also (1) any information copied or
17 extracted from Protected Material; (2) all copies, excerpts, summaries, or
18 compilations of Protected Material; and (3) any testimony, conversations, or
19 presentations by Parties or their Counsel that might reveal Protected Material.
20 However, the protections conferred by this Stipulation and Order do not cover the
21 following information: (a) any information that is in the public domain at the time
22 of disclosure to a Receiving Party or becomes part of the public domain after its
23 disclosure to a Receiving Party as a result of publication not involving a violation
24 of this Order, including becoming part of the public record through trial or
25 otherwise; and (b) any information known to the Receiving Party prior to the
26 disclosure or obtained by the Receiving Party after the disclosure from a source
27 who obtained the information lawfully and under no obligation of confidentiality to
28

1 the Designating Party. Any use of Protected Material at trial shall be governed by a
2 separate agreement or order.

3 4. DURATION

4 Even after final disposition of this litigation, the confidentiality obligations
5 imposed by this Order shall remain in effect until a Designating Party agrees
6 otherwise in writing or a court order otherwise directs. Final disposition shall be
7 deemed to be the later of (1) dismissal of all claims and defenses in this action, with
8 or without prejudice; and (2) final judgment herein after the completion and
9 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,
10 including the time limits for filing any motions or applications for extension of time
11 pursuant to applicable law.

12 5. DESIGNATING PROTECTED MATERIAL

13 5.1 Exercise of Restraint and Care in Designating Material for Protection.

14 Each Party or Non-Party that designates information or items for protection under
15 this Order must take care to limit any such designation to specific material that
16 qualifies under the appropriate standards. The Designating Party must designate for
17 protection only those parts of material, documents, items, or oral or written
18 communications that qualify – so that other portions of the material, documents,
19 items, or communications for which protection is not warranted are not swept
20 unjustifiably within the ambit of this Order.

21 Mass, indiscriminate, or routinized designations are prohibited. Designations
22 that are shown to be clearly unjustified or that have been made for an improper
23 purpose (e.g., to unnecessarily encumber or retard the case development process or
24 to impose unnecessary expenses and burdens on other parties) expose the
25 Designating Party to sanctions.

26 If it comes to a Designating Party's attention that information or items that it
27 designated for protection do not qualify for protection, that Designating Party must
28 promptly notify all other Parties that it is withdrawing the mistaken designation.

1 5.2 Manner and Timing of Designations. Except as otherwise provided in
2 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
3 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
4 under this Order must be clearly so designated before the material is disclosed or
5 produced.

6 Designation in conformity with this Order requires:

7 (a) For information in documentary form (e.g., paper or electronic
8 documents, but excluding transcripts of depositions or other pretrial or trial
9 proceedings), that the Producing Party affix the legend “CONFIDENTIAL” or
10 “SUBJECT TO PROTECTIVE ORDER” to each page that contains protected
11 material.

12 A Party or Non-Party that makes original documents or materials available
13 for inspection need not designate them for protection until after the inspecting Party
14 has indicated which material it would like copied and produced. During the
15 inspection and before the designation, all of the material made available for
16 inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has
17 identified the documents it wants copied and produced, the Producing Party must
18 determine which documents, or portions thereof, qualify for protection under this
19 Order. Then, before producing the specified documents, the Producing Party must
20 affix the “CONFIDENTIAL” or “SUBJECT TO PROTECTIVE ORDER” legend
21 to each page that contains Protected Material.

22 (b) for testimony given in deposition or in other pretrial or trial
23 proceedings, that the Designating Party identify on the record, before the close of
24 the deposition, hearing, or other proceeding, all protected testimony.

25 (c) for information produced in some form other than documentary and
26 for any other tangible items, that the Producing Party affix in a prominent place on
27 the exterior of the container or containers in which the information or item is stored
28 the legend “CONFIDENTIAL” or “SUBJECT TO PROTECTIVE ORDER.”

1 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
2 failure to designate qualified information or items does not, standing alone, waive
3 the Designating Party's right to secure protection under this Order for such
4 material. Upon timely correction of a designation, the Receiving Party must make
5 reasonable efforts to assure that the material is treated in accordance with the
6 provisions of this Order.

7 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

8 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
9 designation of confidentiality at any time. Unless a prompt challenge to a
10 Designating Party's confidentiality designation is necessary to avoid foreseeable,
11 substantial unfairness, unnecessary economic burdens, or a significant disruption or
12 delay of the litigation, a Party does not waive its right to challenge a confidentiality
13 designation by electing not to mount a challenge promptly after the original
14 designation is disclosed.

15 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
16 resolution process by providing written notice of each designation it is challenging,
17 identifying where applicable the challenged designation by Bates number, and
18 describing the basis for each challenge. To avoid ambiguity as to whether a
19 challenge has been made, the written notice must recite that the challenge to
20 confidentiality is being made in accordance with this specific paragraph of the
21 Protective Order. The parties shall attempt to resolve each challenge in good faith
22 and must begin the process by conferring directly (in voice to voice dialogue; other
23 forms of communication are not sufficient) within 14 days of the date of service of
24 notice. In conferring, the Challenging Party must explain the basis for its belief that
25 the confidentiality designation was not proper and must give the Designating Party
26 an opportunity to review the designated material, to reconsider the circumstances,
27 and, if no change in designation is offered, to explain the basis for the chosen
28 designation. A Challenging Party may proceed to the next stage of the challenge

1 process only if it has engaged in this meet and confer process first or establishes
2 that the Designating Party is unwilling to participate in the meet and confer process
3 in a timely manner.

4 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without
5 court intervention, the Designating Party shall file and serve a motion to retain
6 confidentiality within 45 days of the initial notice of challenge or within 30 days of
7 the parties agreeing that the meet and confer process will not resolve their dispute,
8 whichever is earlier. Each such motion must be accompanied by a competent
9 declaration affirming that the movant has complied with the meet and confer
10 requirements imposed in the preceding paragraph. Failure by the Designating Party
11 to make such a motion including the required declaration within 45 days (or 30
12 days, if applicable) shall automatically waive the confidentiality designation for
13 each challenged designation. In addition, the Challenging Party may file a motion
14 challenging a confidentiality designation at any time if there is good cause for doing
15 so, including a challenge to the designation of a deposition transcript or any
16 portions thereof. Any motion brought pursuant to this provision must be
17 accompanied by a competent declaration affirming that the movant has complied
18 with the meet and confer requirements imposed by the preceding paragraph.

19 The burden of persuasion in any such challenge proceeding shall be on the
20 Designating Party. Frivolous challenges, and those made for an improper purpose
21 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
22 expose the Challenging Party to sanctions. Unless the Designating Party has waived
23 the confidentiality designation by failing to file a motion to retain confidentiality as
24 described above, all parties shall continue to afford the material in question the
25 level of protection to which it is entitled under the Producing Party's designation
26 until the court rules on the challenge.

27 7. ACCESS TO AND USE OF PROTECTED MATERIAL
28

1 7.1 Basic Principles. A Receiving Party may use Protected Material that is
2 disclosed or produced by another Party or by a Non-Party in connection with this
3 case only for prosecuting, defending, or attempting to settle this litigation. Such
4 Protected Material may be disclosed only to the categories of persons and under the
5 conditions described in this Order. When the litigation has been terminated, a
6 Receiving Party must comply with the provisions of section 13 below (FINAL
7 DISPOSITION).

8 Protected Material must be stored and maintained by a Receiving Party at a
9 location and in a secure manner that ensures that access is limited to the persons
10 authorized under this Order.

11 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
12 otherwise ordered by the court or permitted in writing by the Designating Party, a
13 Receiving Party may disclose any information or item designated
14 “CONFIDENTIAL” only to:

15 (a) the Receiving Party’s Outside Counsel of Record in this action, as
16 well as employees of said Outside Counsel of Record to whom it is reasonably
17 necessary to disclose the information for this litigation and who have signed the
18 Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit
19 A;

20 (b) the officers, directors, and employees (including House Counsel) of
21 the Receiving Party to whom disclosure is reasonably necessary for this litigation
22 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
23 A);

24 (c) Experts (as defined in this Order) of the Receiving Party to whom
25 disclosure is reasonably necessary for this litigation and who have signed the
26 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

27 (d) the court and its personnel;
28

1 (e) court reporters, videographers, and their staff, who are not
2 personnel of the court, professional jury or trial consultants, mock jurors, and
3 Professional Vendors to whom disclosure is reasonably necessary for this litigation
4 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
5 A);

6 (f) during their depositions, witnesses in the action to whom disclosure
7 is reasonably necessary and who have signed the “Acknowledgment and
8 Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating
9 Party or ordered by the court. Pages of transcribed deposition testimony or exhibits
10 to depositions that reveal Protected Material must be separately bound by the court
11 reporter and may not be disclosed to anyone except as permitted under this
12 Stipulated Protective Order. Nothing in this paragraph shall limit the use of Ford
13 documents in deposition of Ford representatives or employees who have a
14 legitimate need to see the information based on the intended subject matter of the
15 deposition.

16 (g) the author or recipient of a document containing the information or
17 a custodian who otherwise possessed or knew the information provided that these
18 individuals may only be shown the protected information and may not retain a copy
19 of the protected information that was produced in this case.

20 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
21 IN OTHER LITIGATION

22 If a Party is served with a subpoena or a court order issued in other litigation
23 that compels disclosure of any information or items designated in this action as
24 “CONFIDENTIAL” or “SUBJECT TO PROTECTIVE ORDER,” that Party must:

25 (a) promptly notify in writing the Designating Party. Such notification
26 shall include a copy of the subpoena or court order;

27 (b) promptly notify in writing the party who caused the subpoena or
28 order to issue in the other litigation that some or all of the material covered by the

1 subpoena or order is subject to this Protective Order. Such notification shall include
2 a copy of this Stipulated Protective Order; and

3 (c) cooperate with respect to all reasonable procedures sought to be
4 pursued by the Designating Party whose Protected Material may be affected.

5 If the Designating Party timely seeks a protective order, the Party served with
6 the subpoena or court order shall not produce any information designated in this
7 action as “CONFIDENTIAL” or “SUBJECT TO PROTECTIVE ORDER,” before
8 a determination by the court from which the subpoena or order issued, unless the
9 Party has obtained the Designating Party’s permission. The Designating Party shall
10 bear the burden and expense of seeking protection in that court of its confidential
11 material – and nothing in these provisions should be construed as authorizing or
12 encouraging a Receiving Party in this action to disobey a lawful directive from
13 another court.

14 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
15 PRODUCED IN THIS LITIGATION

16 (a) The terms of this Order are applicable to information produced by a
17 Non-Party in this action and designated as “CONFIDENTIAL” or “SUBJECT TO
18 PROTECTIVE ORDER.” Such information produced by Non-Parties in connection
19 with this litigation is protected by the remedies and relief provided by this Order.
20 Nothing in these provisions should be construed as prohibiting a Non-Party from
21 seeking additional protections.

22 (b) In the event that a Party is required, by a valid discovery request, to
23 produce a Non-Party’s confidential information in its possession, and the Party is
24 subject to an agreement with the Non-Party not to produce the Non-Party’s
25 confidential information, then the Party shall:

26 (1) promptly notify in writing the Requesting Party and the Non-
27 Party that some or all of the information requested is subject to a confidentiality
28 agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this litigation, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party.

(c) If the Non-Party fails to object or seek a protective order from this court within 30 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal

1 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
2 whatever procedure may be established in an e-discovery order that provides for
3 production without prior privilege review. Pursuant to Federal Rule of Evidence
4 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
5 of a communication or information covered by the attorney-client privilege or work
6 product protection, the parties may incorporate their agreement in the stipulated
7 protective order submitted to the court.

8 12. MISCELLANEOUS

9 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
10 person to seek its modification by the court in the future.

11 12.2 Right to Assert Other Objections. By stipulating to the entry of this
12 Protective Order no Party waives any right it otherwise would have to object to
13 disclosing or producing any information or item on any ground not addressed in
14 this Stipulated Protective Order. Similarly, no Party waives any right to object on
15 any ground to use in evidence of any of the material covered by this Protective
16 Order.

17 12.3 Filing Protected Material. Without written permission from the
18 Designating Party or a court order secured after appropriate notice, or upon another
19 timeframe agreeable under the circumstances, to all interested persons, a Party may
20 not file in the public record in this action any Protected Material. A Party that seeks
21 to file under seal any Protected Material must comply with Local Rule 141.
22 Protected Material may only be filed under seal pursuant to a court order
23 authorizing the sealing of the specific Protected Material at issue. A sealing order
24 will issue only upon a request establishing that the Protected Material at issue is
25 privileged, protectable as a trade secret, or otherwise entitled to protection under the
26 law. If a Receiving Party's request to file Protected Material under seal is denied by
27 the court, then the Receiving Party may file the information in the public record
28 unless otherwise instructed by the court.

13. FINAL DISPOSITION

Within 60 days after the final disposition of this action, as defined in paragraph 4, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, “all Protected Material” includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION). With respect to those materials that this provision allows the Receiving Party to retain after final disposition of this action, exhibits to the retained materials must be returned to the Producing Party or destroyed on or before 5 years after final disposition (as defined in Section 4: DURATION) of this action. The parties agree to meet and confer prior to moving to enforce compliance with this provision.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: May 10, 2024

STRATEGIC LEGAL PRACTICES, A

By /s/ Elizabeth A. LaRocque
Elizabeth A. LaRocque
Attorneys for Plaintiff
LAUREN TAYLOR

Dated: May 10, 2024

GORDON REES SCULLY MANSUKHANI,
LLP

By: /s/ Trina M. Clayton

Spencer P. Hugret
Katherine P. Vilchez
Trina M. Clayton
Kenneth Hollenbeck
Attorneys for Defendant
FORD MOTOR COMPANY

ORDER

GOOD CAUSE APPEARING, the Court hereby approves this Stipulated
Protective Order.

IT IS SO ORDERED.

DATED: _____
Hon. Kimberly J. Mueller
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that
was issued by the United States District Court for the Eastern District of California
on [_____] in the case *Lauren Taylor v. Ford Motor Company, et*
al. Case No. 2:23-cv-03031-KJM-CSK. I agree to comply with and to be bound by
all the terms of this Stipulated Protective Order and I understand and acknowledge
that failure to so comply could expose me to sanctions and punishment in the nature
of contempt. I solemnly promise that I will not disclose in any manner any
information or item that is subject to this Stipulated Protective Order to any person
or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Eastern District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action.

I hereby appoint _____ [print or type full name] of
_____ [print or type full address and
telephone number] as my California agent for service of process in connection with
this action or any proceedings related to enforcement of this Stipulated Protective
Order.

Date: _____

City and State where sworn and signed:

Printed name: _____

Signature: _____

CERTIFICATE OF SERVICE

I, the undersigned, declare that I am over the age of 18 and am not a party to this action. I am employed in the City of Los Angeles, California; my business address is Strategic Legal Practices, A Professional Corporation at 1888 Century Park East, Floor 19, Los Angeles, California 90067.

On the date below, I served a copy of the foregoing document entitled:
STIPULATED [PROPOSED] PROTECTIVE ORDER – DISCOVERY ONLY
on the interested parties in said case as follows:

Served Electronically Via the Court’s CM/ECF System

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. I declare that I am employed in the office of a member of the Bar of this Court, at whose direction the service was made. This declaration is executed in Los Angeles, California on May 20, 2024.

/s/ Elizabeth A. LaRocque
Elizabeth A. LaRocque